

be in good condition, fit and proper for the respective purposes for which they were originally intended, erected, or installed. To the extent that proceeds from insurance or the Condemnation Awards are made available to the Grantor, the Grantor will promptly repair, restore, replace, or rebuild any part of the Property which may be damaged or destroyed by any casualty whatsoever or which may be affected by any taking by eminent domain or alteration of the Property or any part thereof by public or quasi-public authority or corporation.

Section 2.06. Removal, etc. of Equipment and Improvements. No Improvements or Equipment now or hereafter covered by the lien and security interest of this Deed of Trust shall be removed, demolished or materially altered, without the prior written consent of the Beneficiary, except that the Grantor shall have the right, without such consent, to remove and dispose of, free from the lien and security interest of this Deed of Trust, such Equipment as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to such removal any such Equipment is replaced with other Equipment whose value and utility are at least equal to that of the replaced Equipment and which is free from the lien or security interest of any title retention or security agreement or other encumbrance, and by such removal and replacement the Grantor shall be deemed to have subjected such Equipment to the lien and security interest of this Deed of Trust, or (b) such Equipment is sold at fair market value for cash and the net cash proceeds received from such disposition are paid over promptly to the Beneficiary to be applied to the payment of the Indebtedness in the manner and order determined by the Beneficiary.

Section 2.07. Other Liens. At all times the Grantor (a) will keep the Property free from all liens, mortgages, security interests, encumbrances and claims of every kind and nature, (b) will not permit any lien, mortgage, security interest, encumbrance or claim to accrue or remain on the Property or any part thereof which may be superior to the lien or security interest of this Deed of Trust, and (c) will not, without the prior written consent of the Beneficiary, permit any lien, mortgage, security interest, encumbrance or claim to accrue or remain on the Property or any part thereof which may be inferior or junior to the lien or security interest of this Deed of Trust. The Grantor shall give the Beneficiary notice of any default in any permitted junior or subordinated lien, mortgage, security interest or encumbrance on the Property and notice of any foreclosure or threat of foreclosure of such permitted junior or subordinated lien, mortgage, security interest or encumbrance.

Section 2.08. Compliance with Laws. The Grantor will comply with and not violate, or cause to be complied with and not violated, all present and future laws, statutes, ordinances, rules, regulations, decrees and orders of any governmental or other authority or regulatory body relating to the Property or any part thereof or to the use and operation of the Property or any part thereof.

Section 2.09. Inspection. The Grantor will permit the Beneficiary or any person or persons authorized by the Beneficiary to enter and make inspections of the Property or any part thereof at all reasonable times and as often as may be reasonably requested by the Beneficiary.

Section 2.10. Transfer of the Property. Without the prior written consent of the Beneficiary, the Grantor will not encumber, transfer or contract to transfer all or any part of the Property.